SUPPLEMENTAL CONSTRUCTION CONTRACT

	THIS AG	REEME	ENT	is made	this	day of		, 20	, in	the Territory	of
the V	irgin Island	ls, by a	and 1	between	the	Government	of the	Virgin	Islands,	Department	of
Property and Procurement on behalf of the Department of Public Works (hereinafter referred											
to as "Government") and Rumina Construction LLC (hereinafter referred to as "Contractor").											

WITNESSETH:

WHEREAS, the parties entered into a contract for the **Tropical Storm Otto Emergency**Repairs- Hull Bay Road (Route 37) on the island of St. Thomas, Virgin Islands, *Original*Contract No. C013DPWT14 (RC), dated May 25, 2016, a copy of which is attached and incorporated herein by reference; and

WHEREAS, the Government is desirous of Additional Work to the Tropical Storm

Otto Emergency Repairs- Hull Bay Road (Route 37) on the island of St. Thomas, Virgin

Islands which are more particularly described in Addendum I, (Scope of Work), Addendum II

(Compensation), incorporated herein by reference and made a part of this supplemental construction contract; and

WHEREAS, these services are an integral and functional part for **Tropical Storm Otto Emergency Repairs- Hull Bay Road (Route 37)** on the island of St. Thomas, Virgin Islands for the betterment of services to the public and working conditions in general; and

WHEREAS, the Contractor is willing and capable of providing such services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. **SERVICES**

The Contractor will provide the services described more particularly in Addendum I (Scope of Work) incorporated herein by reference and made a part of this construction contract.

2. TERM

This Contract shall commence upon execution by the Governor and shall terminate within **Thirty (30)** calendar days from the issuance of the formal Notice to Proceed, or in accordance with an agreed upon extension pursuant to the General Provisions.

3. **COMPENSATION**

The Government, in consideration of satisfactory performance of the services described in Addendum I, agrees to pay the Contractor the sum of *One hundred Seventy Two thousand Seven hundred Seventy Seven dollars and zero cent (\$172,777.00)* in accordance with the provisions set forth in Addendum II (Compensation), attached hereto is hereby incorporated by reference and made a part of this contract.

4. LIQUIDATED DAMAGES

It is hereby expressly agreed by the parties hereto that in the event the Contractor has not completed the scope of work under the term set forth in Paragraph 2 hereof, *Three hundred dollars* (\$300.00) for each calendar day or portion thereof shall be due to the Government. The liquidated damages shall first be deducted from any contract monies due, but not yet paid to the extent available.

5. **EFFECTIVE DATE**

The effective date of this Contract is upon the execution by the Governor.

6. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present and claim upon or against the Government of the Virgin Islands, or any officer, department, boards, commission, or other agency thereof, knowing such claim to be false, fictitious, or fraudulent. Contract acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands Law.

7. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds.

Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

8. NOTICE

Any notice required to be given by the terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT Anthony D. Thomas

Commissioner

Department of Property and Procurement

8201 Subbase, 3rd Floor

St. Thomas, U. S. Virgin Islands 00802

Nelson Petty, Jr.

Commissioner

Department of Public Works

8244 Subbase

St. Thomas, Virgin Islands 00802

CONTRACTOR Franklyn Victor

President

Rumina Construction LLC

P.O. Box 308034

St. Thomas, Virgin Islands 00803

Except as stated herein, all other terms and conditions of the contract for the Tropical Storm Otto Emergency Repairs- Hull Bay Road (Route 37) on St. Thomas, Virgin Islands, and original Contract C013DPWT14 (RC), dated May 25, 2016, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES:	GOVERNMENT OF THE VIRGIN ISLANDS			
WITNESSES:	Anthony D. Thomas, Commissioner Department of Property and Procurement			
Tyrile C Function	Date: 8719 Nelson Petty, Jr., Commissioner Department of Public Works			
Eltor Warner	CONTRACTOR Date: 08 05 2019 Franklyn Victor, President Rumina Construction LLC			
	(Corporate seal, if Contractor is a corporation)			
APPROVED: Albert Bryan Jr GOVERNOR OF THE VIRGIN IS:	Date: 2/25/2020			
APPROVED AS TO LEGAL SUFFICIENCY Date Date				

Purchase Order No.

19 Date 9/25/19